



**Food Service Management Company
Request for Proposal (RFP)
21-22**

DuBois Integrity Academy
6504 Church St., Suite 1 & 2
Riverdale, GA 30274 (770)629.1534

I. INTRODUCTION

This document contains a Request for Proposals for providing food service management services for DuBois Integrity Academy School Food Authority (SFA)'s participation in the United States Department of Education's School Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract (Contract) between the offeror and the school food authority.

The Georgia Department of Education (GADOE) is not and will not be a party to any contract between a School Food Authority (SFA) and a Food Service Management Company (FSMC). The SFA has full responsibility for ensuring that the terms of the Contract are fulfilled. (*GADOE can deny payment to the SFA if the SFA fails to ensure that all parts of the Contract are adhered to.*) SFAs are encouraged to use the sample FSMC RFP and Contract. To be approved, an SFA must complete the required procurement procedures for participation in the reimbursement programs.

II. REQUEST FOR PROPOSALS

A. Legal Notice

Notice is hereby given that DuBois Integrity Academy, hereinafter referred to as the SFA, intends to examine alternatives to its present food service program.

No intent should be construed from this legal notice that the SFA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of the SFA, it is in the SFA's best interest to do so.

All costs involved in submitting a response to this Request for Proposals (RFP) shall be borne in full by the party incurring said cost.

SFA reserves the right to accept any proposal which it determines most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

The offeror to this RFP will be referred to as the FSMC, and any contract that may arise from this RFP will be between the FSMC and the SFA.

B. Request for Proposals

Proposals will be received until 12:00 P.M. on July 7, 2021, for supplying SFA with food service management services during the school year of 2021-2022, with options for renewal of the Contract up to four (4) additional terms of one year each with mutual agreement. All proposals should be sent to:

DuBois Integrity Academy
6504 Church St., Suite 1 & 2
Riverdale, GA 30274 (770)629.1534

DuBois Integrity Academy
ATTN: School Food Service Proposal
6504 Church Street, Suite 1 & 2,
Riverdale, GA 30274

Extension Option -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form and only due to an unprecedented natural disaster or occurrence or other waivers issued by USDA concerning an extension.

SFA will consider: Fixed meal rate Proposals

Competitive sealed proposals are subject to all the conditions and specifications attached hereto and will be received until 12:00 P.M. on June 14, 2021, in the office of DuBois Integrity Academy at 6504 Church St., Suites 1 & 2 Riverdale, GA 30274 and shall be marked on the envelope **Food Service Management Proposal, # 21-22** and also marked on the envelope with the offeror's complete return address.

In accepting proposals, SFA reserves the right to reject any and all proposals and to waive any minor informality in order to take the action which it deems to be in the best interest of SFA.

Additional information required to adequately respond to this **RFP** may be obtained from Craig Cason at the SFA's business office by calling 770.629.1534

Offerors must submit a complete response to this RFP, including all certifications, in order to provide a responsive proposal.

In accordance with Federal law and U.S. Department of Education policy, SFAs and FSMCs are prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

C. Procurement Method

Procurement Method will be the Competitive Sealed Proposals method (commonly known as a Request for Proposals or RFP). The Competitive Sealed Proposals method differs from the traditional sealed bid method in the following ways:

- Competitive sealed proposals allow discussions with competing offerors and adjustments to the initial proposal.

DuBois Integrity Academy
6504 Church St., Suite 1 & 2
Riverdale, GA 30274 (770)629.1534

- Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of the Contract.

As provided herein, under state law and, or regulations and SFA's policy, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and Contract's requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with 2 CFR § 200.319.

D. Pre-Proposal Meeting

A meeting with interested offerors to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials will be on Wednesday, June 9, 2021, at 11:00A.M. Location: 6479 Church St. Riverdale, GA 30274. Attendance is optional. Vendor presentations will not be scheduled at this time.

E. Proposal Submission and Award

Two copies of Competitive Sealed Proposals are to be submitted to:

Name of Agency: DuBois Integrity Academy
Mailing Address: 6504 Church St. Suites 1 & 2
City: Riverdale
State/Zip: Georgia, 30274

Opening will be at 2:00 P.M. (EST) July 7, 2021, at the address listed above. Proposals will not be accepted after the date as indicated above as the proposal due date

SFA reserves the right to accept any Proposal which it deems most favorable to the interest of SFA and to reject any or all Proposals or any portion of any Proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

To be considered, each offeror must submit a complete response to this solicitation **using the forms provided, along with any other documents submitted as a part of the Proposal and considered responsive to this RFP.** No other documents submitted with the RFP and Contract will affect the Contract provisions, and **there may be no modifications to the RFP and Contract language.** If offeror modifies, revises, or changes the RFP and/or Contract in any manner, SFA may reject the offer as non-responsive. Award will be made only to a qualified and responsible offeror whose Proposal is responsive to this solicitation. A responsible offeror is one who's financial, technical, and other resources indicate an ability to perform the services required. Offeror shall submit for consideration such records of work and further evidence as may be required by the SFA's Board of Education. Failure to furnish such records and

DuBois Integrity Academy
6504 Church St., Suite 1 & 2
Riverdale, GA 30274 (770)629.1534

evidence, or the inclusion of any false or misleading information therein, shall be sufficient cause for the rejection of the Proposal or termination of any subsequent Contract. The qualification data shall be submitted by each offeror along with the sealed Proposal, and shall include the information and format as follows:

- Offeror must be incorporated or licensed to do business in the State of Georgia and must be on or willing to be on the utilized list of FSMC vendors with the School Nutrition Division of the Georgia Department of Education (GaDOE).
- Annual reports or financial statements for the past fiscal year in the format of an accountant's review including notes to the financial statements and provided by a certified public accountant.
- If offeror is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, offeror will receive points for that experience in the evaluation of the weighted criteria. FSMC should provide this information.
- If offeror is presently operating a comparable, successful National School Lunch Program (NSLP) and School Breakfast Program (SBP) in a school setting, offeror will receive points for that experience in the evaluation of the weighted criteria. FSMC should provide this information.

Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk, and it cannot secure relief on plea of error. The SFA is not liable for any cost incurred by the offeror in submitting a proposal. **Paying the FSMC from School Nutrition Program funds is prohibited until the Contract is signed by the SFA, awarded vendor, and approved by the State Agency (SA). Also, any renewals, amendments or addendums to the contract must receive SA approval before executing these changes.** 2 CFR 200.324(a) states that the SFA must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold (small purchases) including *contract modifications*. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the SFA must make independent estimates before receiving any modifications. After approval is received all signed renewals, amendments and addendums will be sent to the SA and maintained on file by the SFA and FSMC.

Approved and signed contract will be sent to the SA and posted in SNO (School Nutrition Online) or the current data entry program used by GaDOE.

F. Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

G. Altering, Amending or Withdrawing Proposal

No proposal may be altered, amended, or withdrawn after the specified time for opening proposals.

DuBois Integrity Academy
6504 Church St., Suite 1 & 2
Riverdale, GA 30274 (770)629.1534

H. Calculation of Time

Periods of time, stated as a “number of days”, shall be calendar days.

I. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening proposals arrives, offeror understands and agrees that they are making a firm offer to enter into a Contract, which may be accepted by the SFA, and which will result in a binding Contract.

**Such proposal is irrevocable for a period of ninety (90) days after the time for opening of proposal has passed. _____
(FSMC must initial and date here to show agreement)**

J. Final Contract

The complete Contract includes all documents included by the SFA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon in writing by both parties (i.e., worksheets, attachments, and operating cost sheets) and identified in Section III, Paragraph 5 of the Standard Terms and Conditions.

(THIS SPACE INTENTIONALLY LEFT BLANK)

III. STANDARD TERMS AND CONDITIONS

The following definitions shall apply within this document and its attachments:

1. **Accounting Period**: a specific period of time (e.g., each month)
2. **Allowable Cost**: costs that are allowable under 2 CFR Part 200 Subpart E Cost Principles. All costs must be necessary and reasonable to be allowable
3. **Applicable Credit**: the meaning established in 2 CFR Part 200 Subpart E Cost Principles and 2 CFR 200.406, respectively.
4. **Charge**: any charge for an Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget; (ii) not provided for in the General and Administrative Expense Fee; and (iii) established and reasonably allocated to SFA in accordance with the Methodology for Allocated Costs, which is attached to this Contract and fully incorporated herein by reference.
5. **Contract**: this RFP and Contract, the exhibits attached to this RFP and Contract, and FSMC's Proposal, as accepted by SFA in its sole discretion.
6. **Cost-reimbursable contract**: a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed fee.
7. **Direct Cost**: any Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget; and (ii) reasonably necessary in order for FSMC to perform the Services hereunder. The term Direct Cost does not include any cost allocated to SFA as Charges, the General and Administrative Expense Fee, or any Management Fees.
8. **Effective Date**: July 1, 2021.
9. **Fixed Meal Price**: an agreed upon amount that is fixed at the inception of the Contract and is guaranteed for a specific period of time.
Fixed Fee: an agreed upon amount that is fixed at the inception of the Contract. In a cost reimbursable contract, the fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the Contract.
The fixed-price and fixed-fee contracts may include an economic price adjustment provision tied to a standard index.
10. **FSMC's Proposal**: Food Service Management Company's response to the RFP and Contract.

DuBois Integrity Academy
6504 Church St., Suite 1 & 2
Riverdale, GA 30274 (770)629.1534

7

This institution is an equal opportunity provider.

11. **Non-profit School Food Service Account** : the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.
12. **Program(s) or Child Nutrition Program(s)** : the USDA Child Nutrition Programs in which SFA participates.
13. **Program Funds** : all funds that are required to be deposited into the Non-profit School Food Service Account.
14. **Services** : the services and responsibilities of FSMC as described in this Contract, including any additional services described in Section O of this Contract.
15. **SFA or School Food Authority** : the school food authority as defined in 7 CFR § 210.2.
16. **SFA's Food Service Facilities** : the areas, improvements, personal property and facilities made available by SFA to FSMC for the provision of the food services as more fully described herein.
17. **SFA's Food Service Program** : the preparation and service of food to SFA's students, staff, employees and authorized visitors, including the following programs: the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the After School Care Program the Seamless Summer Option (SSO) and the Fresh Fruit and Vegetable Program (FFVP).
18. **SFA's Food Service Location(s)** : the schools or other locations where Program meals are served to SFA's schoolchildren.
19. **Summer Program** : either the Summer Food Service Program(SFSP) or the Seamless Summer Option (SSO) identified herein below, and in which SFA participates.
20. **GaDOE** : Georgia Department of Education
21. **USDA FNS** : United States Department of Agriculture , Food and Nutrition Service.

A. Scope and Purpose

1. Duration of Contract. Unless it is terminated in accordance with Section III, paragraph L, this Contract will be in effect for a period of one year commencing on July 1, 2021, and terminating on June 30, 2022, and may be renewed for four (4) additional terms of one year each upon mutual written agreement between SFA and FSMC.

2. During the term of this Contract, FSMC shall operate SFA's Food Service Program in conformance with SFA's agreement with the Georgia Department of Education's (GaDOE) School Nutrition Division (SND). Both SFA and FSMC will follow Federal regulations in 7 CFR 210.16, 210.21, 250 and 2CFR 200.

3. FSMC shall have the exclusive right to operate the programs checked below at the sites specified by SFA in the Schedule of Food Service Locations and Services Provided, which is attached to this Contract as Exhibit A and fully incorporated herein which is beyond the scope or original intent of this RFP/Contract, or if a material change is made to the RFP/Contract, the appropriate procurement procedures must be followed. A key factor in determining whether a change is material is whether other bidders knowing of the change would have bid differently. (Reference 97SP-30, FNS Policy Memo, July 2005 Procurement Questions; and 2016 FSMC Manual; SP 28-2009; SP 02-2010; and SP 17-2012.)

- National School Lunch Program (NSLP)
 - School Breakfast Program (SBP)
 - Breakfast in the Classroom
 - Universal Breakfast
 - After-School Care Program (ASCP—NSLP)
 - Seamless Summer Option (SSO-NSLP)
 - Special Milk Program (SMP)
 - Fresh Fruit and Vegetable Program (FFVP)
 - À la Carte
 - Adult Meals
 - Catering
 - Contract Meals
 - Vending (applies only to FSMC supplied vending machines)
 - Concessions (applies only to concessions operated by FSMC)

Other:

4. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
5. FSMC's operation of SFA's Food Service Program shall include performance by FSMC of all the Services, which are described in this Contract, for the benefit of SFA's students, faculty, and staff.
6. The SFA shall retain signature authority for the application/contract, free and reduced-price policy statement, and Programs indicated in Section B, Paragraph 2, herein, and the monthly claim for reimbursement. (Reference 7 CFR §210.9(a) and (b) and 7 CFR §210.16(a) (5))
7. SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals' eligibility roster. (7 CFR § 210.7(c), 7 CFR § 210.9(b)(18) and 7 CFR § 245.6(e))
8. FSMC shall implement an accurate point of service count using the counting system provided by SFA in its application to participate in the School Nutrition Programs and approved by GaDOE for the programs listed in Section B, Item 3, herein, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR §245.8.
9. SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk and participating in Direct Certification. SFA shall be responsible for the determination of eligibility for free or reduced-price meals and free milk, if applicable. SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals and free milk, if applicable.
10. The SFA shall be responsible for verifying Applications for Free and Reduced-Price Meals as required by USDA regulations.
11. SFA and FSMC agree that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 2 CFR 200.323(d).
12. SFA shall be legally responsible for the conduct of SFA's Food Program and shall supervise the food service operations in such manner as will ensure compliance with all applicable statutes, regulations, rules, and policies including regulations, rules, and policies of GaDOE and USDA regarding the School Nutrition Programs.

13. SFA shall retain control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.
14. SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and à la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)
15. SFA shall be responsible for ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues, and FSMC shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from FSMC's intentional or negligent acts.
16. SFA shall monitor the food service operation of FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. (7 CFR § 210.16(a) (3))
17. If there is more than one SFA Food Service Location, SFA or FSMC, on behalf of SFA, shall conduct an on-site review of the counting and claiming system at each SFA Food Service Location no later than February 1 of each year. If FSMC conducts the on-site review, FSMC will promptly report any findings to SFA. SFA shall at all times retain responsibility for the counting and claiming system. (7 CFR § 210.8(a) (1))
18. FSMC shall maintain all records necessary, in accordance with applicable regulations, for SFA, GaDOE and USDA to complete required monitoring activities and must make said records available to SFA, GaDOE, and USDA upon request for the purpose of auditing, examination and review. (7 CFR § 210.16(c) (1))
19. FSMC shall provide additional food service such as banquets, parties, and refreshments for meetings as requested by SFA. SFA or requesting organization will be billed for the actual cost of food, supplies, labor, and FSMC's overhead and administrative expenses if applicable to providing such service. USDA commodities shall not be used for these special functions unless SFA's students will be primary beneficiaries. (Reference All State Directors' Memo 99-SNP-14.)
20. Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this RFP and Contract and bid specifications.
21. SFA may request of FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs. Any change to the scope of services to be provided by FSMC that is beyond the scope or original intent of this RFP and Contract, or that would constitute a material change to the RFP/Contract must be rebid. A key factor in determining materiality is whether other bidders knowing of the change would have bid differently.

(Reference, FNS policy memo: July 2005 Procurement Questions)

22. FSMC shall cooperate with SFA in promoting nutrition education, health and wellness policies and coordinating SFA's Food Service Program with classroom instruction.
23. FSMC shall comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of GaDOE and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250; 2 CFR Part 200; and 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP); and 2 CFR Parts 200.38, 74, & 101(b)(1), and the other laws described in the Schedule of Applicable Laws, which is attached to this Contract as Exhibit G and fully incorporated herein by reference.
24. Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, and citations are automatically incorporated herein, effective as of the date specified in such law, memo or rule.
25. FSMC shall comply with all SFA building rules and regulations.
26. Gifts from FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations, and policies. To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards. (See SP 09-2015; and 2 CFR Parts 200.112 & 318).
27. Any additional payments to the SFA or any foundations or organizations associated with the SFA that are unrelated to food service, such as money or rebates for school improvements and student scholarship are not allowable.
28. FSMC shall obtain and post all licenses and permits that it is required to hold under federal, state, or local law.
29. In the event that the RFP requires FSMC to provide management services for SFA's School Nutrition Program, the parties agree to operate the Program according to federal, state, and local regulations.
30. In the event that FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of SFA's Food Service Locations, SFA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools, as well as USDA guidance issued via memorandum and the Administrative Review Manual (ARM). SFA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for operation of the FFVP may be used for administrative expenses.

B. Food Service

1. FSMC shall serve meals on such days and at such times as requested by the SFA.
2. SFA shall retain control of the quality, extent, and general nature of the food service.
3. FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated in Section B, Paragraph 3 herein.
4. In order for FSMC to offer à la carte food service, the FSMC must offer free, reduced-price, and paid reimbursable meals to all eligible children.
5. FSMC shall provide meals that meet the meal pattern set by USDA.
6. FSMC shall promote maximum participation in the Programs.
7. FSMC shall provide the specified types of service in the schools/sites listed in Exhibit A.
8. FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA, and that meet School Nutrition Program requirements.
9. FSMC must make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and when the need for the substitution is certified by an appropriately licensed medical practitioner. Substitutions for disability reasons must be made on a case by case basis only when supported by a written statement of the need for substitutions that includes recommended alternate foods, unless otherwise exempted by FNS. Such statement must be signed by an appropriately licensed medical practitioner (reference: 7 CFR §210.10(g)(1); and SP 30-2015). The FSMC may make substitution for those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Substitutions for students without disabilities who cannot consume the regular lunch or afterschool snacks because of non-disabling medical or other special dietary needs must be made on a case-by-case basis only when supported by a statement from a licensed medical authority except in the case of fluid milk substitutions (reference: 7 CFR §210.10(g)(2)). There will be no additional charge to the student for such substitutions. (USDA, *Accommodating Children with Special Dietary Needs in the School Nutrition Programs Guidance for School Food Service Staff.*)
10. FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Approval for fluid milk

substitutions shall remain in effect until the medical authority or the student's parent or legal guardian revokes such request in writing, or SFA changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions. (Reference 7 CFR § 210.10(g) and 7 CFR § 220.8)

C. Use of Advisory Group/Menus

1. SFA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of SFA advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR § 210.16(a) (8))
2. SFAs with no capability to prepare a cycle menu may, with GaDOE approval, require that each FSMC include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR 210.10, with its proposal. The FSMC must adhere to the cycle for the first 21 days of meal service. Source of cycle menu must be noted on the RFP cycle menu. 7 CFR 210.16(b)(1).

FSMC shall serve meals that follow the 21-day menu cycles that meet the food specifications contained in Food Specifications, which is attached to this Contract as Exhibit E and fully incorporated herein, and that meet School Nutrition Program requirements. Additionally, SFA and FSMC shall agree to detailed Meal Specifications for each meal included in the 21-day cycle menus in Program Cycle Menus, which are attached to this Contract as Exhibit B and fully incorporated herein. At a minimum, such Meal Specifications shall include:

(i) a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA-required nutrient information; (ii) the identity of all branded or equivalent items that may be used in the meal; and (iii) whenever possible, the grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Meal Specification identified in the NSLP menu cycle. A hard copy of these recipes shall be kept on file with the SFA.

3. FSMC must follow: (i) the 21-day menu cycle and Meal Specifications developed by SFA for the NSLP; (ii) the 21-day menu cycle and Meal Specifications developed by SFA for the SBP; (iii) the 21-day menu cycle and Meal Specifications developed by SFA for the After School Snack Program; and (iv) the 21-day menu cycle and Meal Specifications developed by SFA for the Summer Program.
4. FSMC may not change or vary the menus after the first menu cycle for the NSLP, SBP, ASCP, Summer Program or the a la carte items without written approval of the SFA. SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR §210.16 (b)(1) and 7 CFR §210.10) Any changes or variances requested by FSMC for substitutions to SFA menu of lower quality food items shall be justified and documented in writing by FSMC. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation

available to SFA, GaDOE and USDA for review upon request. (7 CFR 210.16(c) (1) and 7 CFR §210.23)

6. FSMC must submit a FFVP (Fresh Fruits and Vegetable Program) cycle menu based on the information contained in the 2004 Resource, *Fruits and Vegetables Galore: Helping Kids Eat More*, available from the FNS website, and as described in current guidance from USDA and GaDOE.
7. FSMC must comply with SFA's local wellness policy. In addition, the FSMC must comply with all state and local laws that affect school meal preparation and/or service.
8. SFAs with no capability to prepare a cycle menu may, with GaDOE approval, require that each FSMC include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR 210.10, with its proposal. The FSMC must adhere to the cycle for the first 21 days of meal service. Source of cycle menu must be noted on the RFP cycle menu. 7 CFR 210.16(b)(1).

D. USDA Foods

1. SFA shall retain title to all USDA foods.
2. FSMC will conduct all activities relating to USDA foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, as applicable.
3. SFA shall assure that the maximum amount of USDA foods are received and utilized by FSMC. (7 CFR § 210.9(b)(15))
4. SFA shall ensure that FSMC has credited it for the value of all USDA foods received for use in SFA's meal service in the school year. (7 CFR § 250.51) USDA Department of Defense (DoD) fresh fruit and vegetable program is considered USDA foods.
5. SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to commodities. (7 CFR § 250.15)
6. FSMC shall accept and use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in SFA's Food Service Program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused USDA ground beef, pork and processed end products to SFA. 7 CFR § 250.53.
7. FSMC further agrees to accept and use all other USDA foods in SFA's food service. FSMC may use or substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA foods, in SFA's Food Service Program. SFA shall

consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA. Upon termination of this Contract, FSMC must, at SFA's discretion, return other unused USDA foods to SFA. The value of other unused USDA foods shall be based on the market value of all USDA foods received for use in SFA's food service. (7 CFR § 250.51)

8. FSMC is prohibited from entering into any processing contracts utilizing USDA foods on behalf of the SFA. FSMC agrees that any procurement of end products by FSMC on behalf of SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements. FSMC shall credit SFA for the value of USDA foods contained in the end products at the processing agreement value. All refunds received from processors must be credited to SFA's Nonprofit School Food Service Account. (7 CFR § 250.53).
9. FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA foods.
10. FSMC will comply with 7 CFR 250.14(b) and 250.52 concerning storage and inventory management of USDA foods in accordance with 7 CFR 250.52. FSMC will maintain accurate and complete records with respect to the receipt; use/disposition, storage, and inventory of USDA foods and ensure that its system of inventory management will not result in SFA being charged for USDA foods. Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA foods.
11. FSMC will comply, as applicable, with 7 CFR 250.51 and 250.52 concerning payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of USDA foods in processed in products to the SFA, in accordance with requirements in 7 CFR, part 250 subpart C.
12. FSMC shall allow SFA and/or any state or federal representative or auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA foods. (7 CFR § 250.53(a) (10))
13. FSMC shall maintain records to document its compliance with requirements relating to USDA foods in accordance with 7 CFR § 250.54(b). (7 CFR § 250.53(a) (11))
14. In a Fixed-meal rate contract, the bid rate per meal must be calculated as if no USDA foods were available.
15. FSMC acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA foods. (7 CFR § 250.53(a) (12))
16. FSMC shall ensure that all federally USDA foods received by the SFA and made available to the

FSMC accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein; (7 CFR § 210.16(a)(6)) FSMC shall credit SFA for the value of all USDA foods received for the use in SFA's meal service in the school year, including both entitlement and bonus foods, and including the value of USDA foods contained in processed end products. The manner in which FSMC shall account for the value of USDA foods is as follows: (7 CFR § 250.51)

- Fixed-meal rate:** FSMC must subtract from SFA's monthly bill/invoice the market value of all USDA foods received for use in SFA's food service. The market value is based on the allocated value provided to SFA through GaDOE's food distribution program, and/or through the current data entry location, WBSCM (Web Based Supply Chain Management) at the time the USDA Foods are received by the SFA.

E. Employees

1. FSMC shall provide and pay a staff of qualified management (and operational) employees assigned to duty on SFA's premises for efficient operation of the Programs.
2. FSMC shall comply with all wage and hours of employment requirements of federal and state laws. FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except for the Food Service Director. FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of FSMC.
3. If provided for in the Proposal, SFA and FSMC may transition SFA's food service employees to FSMC's payroll. If transition occurs, FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees. SFA shall not pay cost of transferring SFA employees to FSMC payroll. Under a cost-reimbursable contract, after transition occurs, FSMC may charge the cost of transitioned employees to SFA as Direct Costs.
4. FSMC shall provide Workers' Compensation coverage for its employees, as required by law.
5. FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by SFA and which are furnished in writing to FSMC.
6. FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA. Under a cost-reimbursable contract, fringe benefits, as well as the basis for any salary increases, must be specified in the Proposal and approved by SFA in order for these to be Allowable Costs. Salary increases, if any, shall be awarded, in part, on the basis of criteria mutually

established by SFA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase in such areas as the total numbers of students and staff participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.

7. FSMC shall assign to duty on SFA's premises only employees acceptable to SFA
8. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.
9. FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.
10. FSMC shall cause all its employees assigned to duty on SFA's premises to submit to health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to SFA upon request.
11. All SFA and FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
12. To the extent and in the manner required by state law, FSMC shall perform a security (background) check on any FSMC employee that will be working at SFA.
13. FSMC shall not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC or SFA discharged from or voluntarily leaving the service of FSMC or SFA with intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.
14. Both SFA and FSMC shall ensure that their employees adhere to the professional standards and continuing education training requirements as required by federal regulations, codified at 7 CFR Part 210.30, throughout the initial term and all renewals of this Contract. School food authorities that operate the National School Lunch Program, or the School Breakfast Program (7 CFR Part 220), must establish and implement professional standards for school nutrition program directors, managers, and staff, as defined in 7 CFR Part 210.2. Both SFA and FSMC shall establish and implement the foregoing standards and requirements under this Contract.

F. Use of Facilities, Inventory, Equipment, and Storage

1. SFA will make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services. SFA shall have full access to the food service facilities at all times

and for any reason, including inspection and audit.

2. At the commencement, termination or expiration of this Contract, FSMC and SFA shall take a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including, but not limited to, silverware, trays, chinaware, glassware and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA's Food Service Program. FSMC and SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, FSMC shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC. FSMC and SFA will sign a summary of the beginning inventory at the commencement and at the expiration or termination of this Contract and keep a copy of each on file with this Contract.
3. At the commencement and at the expiration or termination of this Contract, FSMC and SFA shall jointly undertake a beginning and closing inventory of all food and supplies. Commodities shall also be inventoried by a separate inventory. FSMC and SFA shall determine whether any portion of the beginning inventory is not suitable for SFA's continued use. Such inventory, when completed, shall become a part of this Contract by incorporation. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from:
 - (1) normal wear and tear; or
 - (2) theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents. The value of the inventories, except for commodities inventories, shall be determined by invoice cost. The value of commodities inventories shall be the market value, which is the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the USDA-donated foods are received by SFA.
4. During the course of this Contract, title to all SFA food and supplies shall remain with the SFA.
5. FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by SFA.
6. SFA will replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.
7. FSMC shall maintain adequate storage procedures, inventory and control of USDA foods in conformance with SFA's agreement with GaDOE.
8. FSMC shall provide SFA with keys for all food service areas secured with locks.

9. SFA shall provide FSMC with local telephone service.
10. SFA shall provide water, gas and electric service for the food service program.
11. SFA shall furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules and regulations.
12. SFA shall be responsible for any losses, including USDA-donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of FSMC.
13. FSMC shall not remove any food preparation and serving equipment owned by SFA from SFA's premises.
14. SFA shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.
15. FSMC shall notify SFA of any equipment belonging to FSMC on SFA premises within ten days of its placement on SFA premises.
16. FSMC shall comply with all SFA building rules and regulations.
17. FSMC shall not use SFA's facilities to produce food, meals, or services for third parties without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by FSMC to SFA for such facility usage. Such usage may not result in a cost to the Non-profit Food Service Account.
18. SFA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by SFA.
19. Upon termination of this Contract, FSMC shall surrender to SFA all of SFA's equipment and furnishings used in SFA's Food Service Program in good repair and condition, reasonable wear and tear expected.

G. Health Certifications/Food Safety/Sanitation

1. FSMC shall maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety inspection requirement of § 210.13(b). (7 CFR § 210.9(b) (14))
2. FSMC shall maintain all State of Georgia and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (7 CFR § 210.16(c) (2))

3. FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
4. FSMC shall comply with all State of Georgia and local and sanitation requirements applicable to the preparation of food. (7 CFR 210.16(a) (7))
5. SFA shall maintain applicable health certification and ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing or serving meals at a SFA facility. (7 CFR § 210.16(a) (7))
6. SFA shall provide sanitary toilet and hand washing facilities for the employees of FSMC.
7. FSMC shall be responsible for cleaning food service equipment, kitchen floors, hoods and grease filters.
8. SFA shall be responsible for the maintenance and expense of insect and pest control in all food service production and storage areas. FSMC will notify SFA of any problems in this area.
9. FSMC shall be responsible for removal of trash and garbage resulting from the food service program in compliance with SFA's schedule for waste disposal.
10. SFA shall be responsible for all regular food service related building maintenance, with the exception of normal clean up.
11. FSMC shall clean the kitchen and dining room areas.
12. SFA shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.
13. FSMC shall place garbage and trash in containers in designated areas as specified by SFA.
14. FSMC shall operate and care for all equipment and food service areas in a clean, safe and healthy condition in accordance with the standards acceptable to SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
15. FSMC shall routinely clean grease traps, ductwork, plenum chambers and roof fans.
16. SFA shall provide extermination services as needed.
17. Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of SFA.

18. FSMC shall adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by 42 U.S.C. § 1758(h)(5)(A).
19. FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by 42 U.S.C. § 1758(h)(1). FSMC will provide a copy of each health inspection report to the SFA within 5 working days from the visit.

H. Financial Terms

1. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants and loans shall be credited to the Non-profit School Food Service Fund on a daily basis. Any profit or guaranteed return shall remain in the SFA's Non-profit School Food Service Fund.
2. All facilities, equipment, and services to be provided by SFA shall be provided at SFA's expense.
3. Computation of Meal Equivalency Rate (as applicable in fixed price contracts)

Meal Equivalency Rate : the sum of the total reimbursement received for each lunch meal served and claimed. The equivalency factor shall remain fixed for the term of the Contract and all renewals.

MEAL EQUIVALENCY RATE	
Lunch Rate	
Current Year Federal Free Rate of Reimbursement:	\$ 3.51
Current Year additional reimbursement rate (If Applicable):	\$ 0.00
Current Year Value of USDA Entitlement Donated Foods:	\$ _____
Current Year Value of USDA Bonus Donated Foods (If Applicable):	\$ _____
Total Meal Equivalent Rate:	\$ 3.51

4. **Payment Terms/Method (Check method selected):**
 - a. (Competitive Sealed Proposals) Fixed-meal Rate Bid—the FSMC must bid and will be paid at a fixed rate per meal/Meal Equivalent. The offer amount should be based on the assumption that no donated commodities will be available for use. The method by which FSMC will use and account for USDA-donated foods shall be in accordance with section F of the Standard Terms and Conditions herein above.

To be completed by the FSMC:

Fixed Price Per Meal/Meal Equivalent:

Breakfast	\$ _____
Lunch	\$ _____
Snack	\$ _____
A la Carte	\$ _____

Award Criteria

Proposals will be evaluated by an SFA committee based on the offer per meal/meal equivalent and the criteria, categories and assigned weights as stated herein below (to the extent applicable). Committee members must consist of SFA employees familiar with the regulations and requirements of the school nutrition programs. If a committee member is an agent for, employee of or in any other manner associated with a FSMC, that FSMC will be precluded from participating in the RFP and subsequent Contract. Each area of the award criteria must be addressed in detail in the Proposal.

Weighted Evaluation Criteria

(SFA must determine in advance what percentage (total of 100 points which equals 100%) each category below will be given when comparing proposals. SFA may insert additional categories if needed. (See Cost & Financial Proposal criterion below and NOTE: this criterion or consideration must receive more points for the evaluation than the other criteria. For example, if the other nine (9) criteria receive 9.5 points each for a total of 85.5 points, then the Cost & Financial Proposal criterion needs to receive 14.5 points as compared to the other criteria). However, SFA may not include as a category prior experience with SFA as it would violate USDA's free and open competition regulation for procurement.)

(_50_) points Cost & Financial Proposal

(_5_) points Service Capability Plan (Identifies proposed food service team such as Food Service Director and demonstrates FSMC's ability to provide services as stated in the RFP/Contract)

(_5_) points Experience, References

(_10_) points Doing business with like school systems and familiarity with regulations pertaining to such operations/References

(_10_) points Financial Condition/Stability, Business Practices

- (__0__) points Accounting and Reporting Systems
- (__5__) points Personnel Management
- (__5__) points Innovation
- (__5__) points Promotion of the School Food Service Program
- (__5__) points Involvement of Students, Staff, and Patrons

100 points TOTAL

The fixed price per meal/meal equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (insert one CPI regional index: South-Size Class A (population of metropolitan area over 1.5 million), South-Size Class B/C (Mid-sized and small population metropolitan area with fewer than 1.5 million), or South-Size D (all nonmetropolitan areas)) (CPI).

I. Books and Records

1. FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the 10th day following the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the 10th day following the month in which services were rendered. SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.
2. FSMC shall maintain records at SFA's premises to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
3. FSMC shall provide SFA with a year-end statement.
4. FSMC shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of five years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors. If audit findings regarding FSMC's records have not been resolved within the five-year record retention period, the records must be retained beyond the five-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9(b)(17) and 2 CFR §200.333).
5. Authorized representatives of SFA, GaDOE, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on-site administrative reviews of the food service operation.

6. FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

J. Term and Termination

1. If, at any time, SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable SFA to carry out its financial obligation to FSMC, then SFA shall have the option to terminate this Contract by giving 30 days written notice to FSMC.
2. In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 30 days written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.
3. If either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a Force Majeure Event), or a unprecedented national disaster or pandemic, that party shall be excused from performance for the period of such Force Majeure Event exists.
4. In the event of FSMC's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue all available administrative, contractual, and legal remedies against FSMC.
5. FSMC shall promptly pay SFA the full amount of any meal over claims, disallowed costs or other fiscal actions which are attributable to FSMC's actions hereunder, including those overclaims based on review or audit findings that occurred during the Effective Dates of original and renewal Contracts.
6. SFA is the responsible authority without recourse to USDA or GaDOE for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature.
7. Upon service ending by either Contract expiration or termination, it shall be incumbent upon the FSMC to cooperate fully with the replacement FSMC or SFA if SFA is returning to a self-operated food service and with GaDOE to ensure a smooth and timely transition to the replacement FSMC or SFA.

K. Insurance

1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Georgia.
A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of award.
2. The information below must be completed by SFA:
 - a. Comprehensive General Liability—includes coverage for:
 - 1) Premises—Operations
 - 2) Products—Completed Operations
 - 3) Contractual Insurance
 - 4) Broad Form Property Damage
 - 5) Independent Contractors
 - 6) Personal Injury

\$ 5,000,000.00 Combined Single Limit.
 - b. Automobile Liability coverage with a \$ 1,000,000.00 Combined Single Limit.
 - c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of \$ 2,000,000.00.
 - d. Excess Umbrella Liability with a combined single limit of \$ 2,000,000.00.
3. SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.
4. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
5. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.

L. Certifications

FSMC shall execute and comply with the following Certifications:

- (i) Debarment certification shall be provided by:

DuBois Integrity Academy
6504 Church St., Suite 1 & 2
Riverdale, GA 30274 (770)629.1534

- a) the SFA providing the page from www.sam.gov (*The System for Award Management*) and maintaining such record with other supporting documentation to demonstrate that the SFA had referenced *The System for Award Management*; or
 - b) that by signing this Agreement that the FSMC certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency or by the State of Georgia; or
 - c) submitting the Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts form (Exhibit N);
- (ii) Anti-collusion Affidavit, which is attached to this Contract as Exhibit J and fully incorporated herein;
 - (iii) Certification Regarding Lobbying, which is attached to this Contract as Exhibit K and fully incorporated herein; and
 - (iv) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract as Exhibit L and fully incorporated herein;
 - (v) Discount and Rebate Certification, which is attached to this Contract as Exhibit M and fully incorporated here.

N. Miscellaneous

1. EMERGENCY NOTIFICATIONS

- A. SFA shall notify FSMC of any interruption in utility service of which it has knowledge. Notification will be provided to:

Name (FSMC information):
 Title:
 Telephone number:
 Alternate telephone number:

- B. SFA shall notify FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations. Notification will be provided to:

Name (FSMC information):
 Title:
 Telephone:
 Alternate telephone number:

- 2. **GOVERNING LAW.** This Contract is governed by and shall be construed in accordance with Georgia and federal law.

3. **HEADINGS.** All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.
4. **INCORPORATION/AMENDMENTS.** This Request for Proposal and Contract, which includes the attached Exhibits and FSMC's proposal documents (collectively the Contract Documents), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority:
 - (i) SFA's Request for Proposal and Contract and
 - (ii) FSMC proposal documents. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by GaDOE.
5. **INDEMNITY.** Except as otherwise expressly provided in this contract, FSMC shall defend, indemnify, and hold SFA harmless from and against all claims, liability, loss and expenses, including reasonable collection expenses, attorneys' fees and court costs that may arise because of the actions of FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of SFA, its employees or agents. this clause shall survive termination or expiration of this contract.
6. **NONDISCRIMINATION.** Both SFA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, sex, age, or disability.
7. **NOTICES.** All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To SFA: DuBois Integrity Academy 6504 Church St. Suite 1 & 2, Riverdale, GA 30274

To FSMC:

If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of facsimile transmission, when received. All notices will be time and date stamped when received and kept on file.

8. **SEVERABILITY.** If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
9. **SILENCE, ABSENCE OR OMISSION.** Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.
10. **SUBCONTRACT/ASSIGNMENT.** No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that FSMC may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.
11. **WAIVER.** The failure of FSMC or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.
12. **GADOE REVIEW.** This Contract along with any amendments, addendums or renewals is not effective until it is approved, in writing, by GaDOE.

AGREEMENT

Offeror certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:

SCHOOL FOOD AUTHORITY:

Name of SFA

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

FOOD SERVICE MANAGEMENT COMPANY:

Name of FSMC

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

Exhibit A

Delivery Sites

Church Street Campus

Kindergarten – 2nd Grade

6479 Church St.

Riverdale, GA 30274

Main Street Campus

3rd – 5th Grade

749 Main St.

Riverdale, GA 30274

Middle School Campus

6th Grade

6712 W. Fayetteville Rd.

(Fountain of Faith MBC)

Riverdale, GA 30274

Exhibit B

PROGRAM MENU CYCLES

**MENU CYCLE FOR
NATIONAL SCHOOL LUNCH PROGRAM**

Attach a sample 21-day cycle lunch menu prepared by the FSMC.

This menu must be used for the first 21-day cycle of the new school year.

20__ - 20__ School Year (Insert applicable school year)

Campus Level: _____ (Insert one: High School, Junior High/Middle School or Elementary School)

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21				

Exhibit B

**MENU CYCLE FOR
SCHOOL BREAKFAST PROGRAM**

Attach a sample 21-day cycle breakfast menu prepared by the FSMC.

This menu must be used for the first 21-day cycle of the new school year.

20__ - 20__ School Year (Insert applicable school year)

Campus Level: ____ (Insert one: High School, Junior High/Middle School or Elementary School)

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21				

Exhibit B

**MENU CYCLE FOR
AFTER SCHOOL CARE PROGRAM**

Attach a sample 21-day cycle after school care menu prepared by the FSMC.

This menu must be used for the first 21-day cycle of the new school year.

20__ - 20__ School Year (Insert applicable school year)

Campus Level: ____ (Insert one: High School, Junior High/Middle School or Elementary School)

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21				

Exhibit B

**MENU CYCLE FOR
SEAMLESS SUMMER OPTION (SSO) OR
SUMMER FOOD SERVICE PROGRAM (SFSP)**

Attach a sample 21-day cycle SSO or SFSP menu prepared by the FSMC.
This menu must be used for the first 21-day cycle of the new school year.

20__ - 20__ School Year (Insert applicable school year)

Campus Level: ____ (Insert one: High School, Junior High/Middle School or Elementary School)

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21				

EXHIBIT C

COST RESPONSE WORKSHEET

FIXED PRICE

FRESHLY PREPARED READY-TO-EAT SCHOOL

BREAKFASTS AND LUNCHES QUOTATION SHEET

-

Based on 205,625 equivalent meals per year.

Guaranteed Price per lunch for K -8 menu for period _____ through _____.

\$ _____ /meal

Guaranteed Price per breakfast for K -8 menu for period _____ through _____.

\$ _____ /meal

Signed _____ Date _____

(FSMC)

2021 PROJECTED ENROLLMENT BY CAMPUS

CAMPUS	ADDRESS	PROJECTED ENROLLMENT
CHURCH STREET GRADES K-2	6479 CHURCH ST RIVERDALE, GA 30274	525
MAIN STREET GRADES 3-5	749 MAIN ST RIVERDALE, GA 30274	500
MIDDLE SCHOOL GRADE 6	6712 W. FAYETTEVILLE RD RIVERDALE, GA 30274	150

DESIGNATION OF PROGRAM EXPENSES

The SFA has deemed the following Program Expense schedule to be a necessary part of this bid specification as an indicator of who will bear ultimate responsibility for the cost. Costs that are not provided for under the standard contract terms and conditions but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA's operation, must be assigned by the SFA and included in the RFP. The column selected by the SFA for each expense represents whether the SFA or FSMC is ULTIMATELY responsible for that cost.

DESCRIPTION	FSMC	SFA	N/A*
FOOD:			
Food Purchases	X		
Commodity Processing Charges			X
Processing and Payment of Invoices	X		
LABOR:			
FSMC EMPLOYEES:	X		
Salaries/Wages	X		
Fringe Benefits and Insurance	X		
Retirement	X		
Payroll Taxes	X		
Workers' Compensation	X		
Unemployment Compensation	X		
SFA EMPLOYEES:			
Salaries/Wages		X	

Fringe Benefits and Insurance		X	
Retirement		X	
Payroll Taxes		X	
Workers' Compensation		X	
Unemployment Compensation		X	
DESCRIPTION	FSMC	SFA	N/A*
OTHER EXPENSES:			
**Paper/Disposable Supplies	X		
Cleaning/Janitorial Supplies	X	X	
**Tickets/Tokens			X
China/Silverware/Glassware:			X
Initial Inventory	X		
Replacement during Operation	X		
Telephone:			
Local			X

Long Distance			X
Uniforms			X
**Linens			X
Laundry			X
Trash Removal:			
From Kitchen	X		
From Dining Area		X	
From Premises		X	
Pest Control			
Equipment Replacement:		X	
Nonexpendable		X	
Expendable		X	
Equipment Repair		X	
Sales			X
Other	X	X	
**License Fees	X	X	

Other (Add other expenses charged to food service. Overhead expenses incurred by FSMC cannot be included)	X		
---	---	--	--

Cleaning responsibilities are listed below:

DESCRIPTION	FSMC	SFA	N/A*
Food Preparation Areas (Include Equipment)	X		
Serving Areas	X		
Kitchen Areas	X		
Dining Room Floors		X	
Periodic Waxing and Buffing of Dining Room Floors		X	
Restrooms for Food Service Employees		X	
Grease Traps		X	
Daily Routine Cleaning of Dining Room Tables and Chairs		X	
Thorough Cleaning of Dining Room Tables and Chairs		X	

Cafeteria Walls		X	
Kitchen Walls	X		
Light Fixtures		X	
Windows		X	
Window Coverings		X	
Hoods			X
Grease Filters			X
Duct Work		X	
Exhaust Fans		X	
Other: (List Below)			

PROJECTED ENROLLMENT/GROWTH

The DuBois Integrity Academy Middle School Campus is expected to expand to grade 8 with a projected enrollment of 500 by the school year 2023-24. A new location will also be built or attained by this time.

CAFETERIA STAFFING

Cafeteria staffing for all locations will be provided by the FSMC

DuBois Integrity Academy
6504 Church St., Suite 1 & 2
Riverdale, GA 30274 (770)629.1534

PARTICIPATION DATA

DuBois Integrity Academy is a Community Eligibility Program school. All students receive free meals.

CAMPUS SERVING TIMES

CAMPUS	BREAKFAST SERVED**	LUNCH SERVED**
CHURCH STREET	7:00 – 8:00AM	10:30AM – 12:00PM
MAIN STREET	7:00 – 8:00AM	11:00AM – 1:00PM
MIDDLE SCHOOL	7:00 – 8:00AM	12:00 – 1:00PM

**All times are approximate until the schedule is set. After the final schedule has been approved, times may change based on need. SFA will communicate time adjustments ASAP.

MEAL PRICES

Meal prices will only be set after Federal NSLP and SBP reimbursable rates have been set for the year. No rate shall be less than the reimbursable rate of the previous year unless mandated by the State/Federal SNP guidelines.

REIMBURSEMENT CLAIM FOR CURRENT YEAR

DATE	SBP	NSLP	ASCP	TOTAL
Aug-20	\$ 16,000.00	\$ 25,200.00	\$ -	\$ 41,200.00
Sep-20	\$ 21,000.00	\$ 33,075.00	\$ -	\$ 54,075.00
Oct-20	\$ 19,000.00	\$ 29,865.00	\$ -	\$ 48,865.00
Nov-20	\$ 15,000.00	\$ 23,625.00	\$ 3,750.00	\$ 42,375.00
Dec-20	\$ 14,000.00	\$ 22,050.00	\$ 3,500.00	\$ 39,550.00
Jan-21	\$ 18,000.00	\$ 28,539.00	\$ 4,530.00	\$ 51,069.00
Feb-21	\$ 15,000.00	\$ 23,625.00	\$ 3,750.00	\$ 42,375.00
Mar-21	\$ 23,000.00	\$ 36,225.00	\$ 5,750.00	\$ 64,975.00
Apr-21	\$ 17,900.00	\$ 28,192.50	\$ 1,837.00	\$ 47,929.50
May-21	\$ 15,900.00	\$ 25,042.50	\$ 3,235.00	\$ 44,177.50
TOTAL	\$ 174,800.00	\$ 275,439.00	\$ 26,352.00	\$ 476,591.00

REIMBURSEMENT CLAIM FOR PREVIOUS YEAR

DATE	SBP	NSLP	ASCP	TOTAL
Aug-19	\$ 27,687.78	\$ 43,416.87	\$ 1,942.98	\$ 73,047.63
Sep-19	\$ 19,558.62	\$ 31,381.71	\$ 1,324.46	\$ 52,264.79
Oct-19	\$ 30,411.01	\$ 49,567.77	\$ 2,005.02	\$ 81,983.80
Nov-19	\$ 22,357.12	\$ 35,893.38	\$ 1,441.96	\$ 59,692.46
Dec-19	\$ 18,232.71	\$ 29,187.99	\$ 1,158.08	\$ 48,578.78
Jan-20	\$ 24,817.87	\$ 40,520.19	\$ 4,591.63	\$ 69,929.69
Feb-20	\$ 19,709.16	\$ 31,469.58	\$ 1,129.88	\$ 52,308.62
Mar-20	\$ 14,046.54	\$ 22,458.36	\$ 2,610.38	\$ 39,115.28
Apr-20	\$ -	\$ -	\$ -	\$ -
May-20	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 176,820.81	\$ 283,895.85	\$ 16,204.39	\$ 476,921.05

FOOD SERVICE BUDGET – FIXED-MEAL RATE

DUBOIS INTEGRITY ACADEMY BUDGET DRAFT

School Year 2020 - 2021

Revenues:

Cash Sales:

Student Breakfast Sales	_\$0.00_____
Student Lunch Sales	_\$0.00_____
Student Snack Sales	_\$0.00_____
Student a la carte Sales	_\$0.00_____
Adult Sales	_\$0.00_____
Catering Sales	_\$0.00_____
Interest Income	_\$0.00_____
Concession Sales	_\$0.00_____
Vended Meal Sales	_\$0.00_____
Vending Machine Sales	_\$0.00_____
Total Cash	_\$0.00_____

State and Federal Reimbursement/Funding

NSLP	_\$275,439.00_____
SBP	_\$174,800.00_____
ASCP	_\$26,352.00_____
SSO	_\$0.00_____
SFSP	_\$0.00_____
State Matching Fund	_\$0.00_____
Commodities Received	_\$0.00_____
Other Funding	_\$0.00_____
Total Reimbursements	_\$476,591.00_____

Total Revenues: = All Cash Sales + All Reimbursements **_\$476,591.00_____**

(School) SFA Food Service Budget (cont.)

Expenses:

Reimbursable Breakfast Meal Rate Fee	\$ 3.58	_____
Reimbursable Lunch Meal Rate Fee	\$ 2.26	_____
Management Fee		_____
A la Carte Equivalent Meal Rate Fee		_____
A la Carte management Meal Rate Fee		_____
SFA Direct Expense		_____

Total Expenses _____

Commodities

Commodities Used (SFA may call GADOE for amount Commodity Division for annual Usage amount for the SFA)	\$0.00	_____
Commodity Delivery		_____
Commodity Processing		_____

Surplus / Subsidy =

Total Revenues – Total Expenses _____

FSMC Guaranteed Return _____

FSMC Guaranteed Break Even _____

FSMC Guaranteed Subsidy _____

SFA Employee responsible for submission of this budget data:

Name: Cynthia Ware and Ron Rhodes

Telephone: 770.629.1534

THE CIVIL RIGHTS ASSURANCE:

DuBois Integrity Academy hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status,

DuBois Integrity Academy
6504 Church St., Suite 1 & 2
Riverdale, GA 30274 (770)629.1534

49

This institution is an equal opportunity provider.

family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA (not all bases apply to all programs). This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the DuBois Integrity Academy agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the DuBois Integrity Academy, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the DuBois Integrity Academy.

Signature: _____

Printed Name: Kymmberly Bridgeforth

Title: School Nutrition Director

FOOD SPECIFICATIONS

All Food Specifications must meet requirements of the United States Department of Agriculture (USDA) *Food Buying Guide* (FBG), 7 CFR Part 210, USDA Guidance Memos, other applicable federal regulations, and GaDOE's Administrative Reference Manual (ARM)

- All USDA Foods offered to the SFA and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.
- Compliance with Buy American Provision stating that all foods must be domestic and that food products processed in the United States use over 51% domestic foods.

For all other food components, specifications shall be as follows:

- Breads, bread alternates, and grains must be made from domestic whole-grain or enriched meal or flour. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the FBG. If applicable, product should be in moisture-proof wrapping and pack code date provided.
- All meat and poultry must be domestic and have been inspected by USDA and must be free from off color or odor.
 - Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from USDA.
 - For breaded and battered items, all flours must be domestic and whole grain or enriched for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
 - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) must be domestic and shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- All cheese must be domestic and should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-

fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.

- All fish must be domestic and have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC. Section 4207 of the Agriculture Improvement Act of 2018 specifies that, in order to be compliant with the Buy American requirements, agricultural commodities and the products of agricultural commodities shall be processed in the United States and substantially contain meats, vegetables, fruits, fish, and other agricultural commodities produced in the United States or any territory or possession of the United States. The Act provides clarification on the treatment of harvested fish under the Buy American requirements. In order to be compliant:
 - Farmed fish must be harvested within the United States or any territory or possession of the United States.
 - Wild caught fish must be harvested within the Exclusive Economic Zone of the United States or by a United States flagged vessel.

- All fresh fruits must be domestic and be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

- All fresh vegetables must be domestic and ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

- All canned vegetables must be domestic and meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.

- Eggs must be domestic and inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.

- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- If applicable, for processed food products, processing must occur in the United States, therefore, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- Fluid milk must be offered in a variety of at least two different fat contents. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration and must be consistent with State and local standards. A school participating in the Program, or a person approved by a school participating in the Program, must not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event.

SCHEDULE OF APPLICABLE LAWS

- FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the Act), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

- FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- FSMC shall comply with the following civil rights laws, as amended: Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
- FSMC must comply with the Buy American provision for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 210.21(d).

BUY AMERICAN STATEMENT

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21(d)) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American -

(1) Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means—

- (i) An agricultural commodity that is produced in the United States; and
- (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantial means over 51% of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs. Documentation must be received that requests

(1.) Consideration on the use of domestic alternative foods before approving an exception and (2.) The use of a non-domestic food exception when competition reveals the cost of domestic food is significantly higher than non-domestic food and

(2.) The use of a non-domestic alternative food due to the domestic good not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

- FSMC has signed the Anti-Collusion Affidavit, which is attached herein and is incorporated by reference and made a part of this Contract.
- FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).
- FSMC shall comply with the Lobbying Certification, which is attached herein and is incorporated and made a part of this Contract.
- Food Recalls and Biosecurity: Vendor will be expected to comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Selected Vendor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Vendor will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid. Vendor will provide the contact person and the backup person's contact information, who will handle food recalls, to the school nutrition director or designee. Are the food recall procedures in compliance with 7 CFR 250 (NOTE: SFA responsibilities include: Implementing the recall procedures upon notification of a recall of USDA Foods;"&"Assigning a food safety coordinator and alternate, and provide the names, titles, email addresses, and telephone and fax numbers of the coordinator and alternate "&"to the SA; Maintaining a contact list for SFA serving sites, distributors, and other recipients. This list should have two recall contacts per site and be verified annually; Notifying all sites re: recall immediately – 24 hours or less, and ensure that the affected products are isolated and labeled “Do Not Use” to avoid accidental use; Identifying the locations of the affected products, and verify that the products have the correct product identification codes; Contacting further processors to track redirected food affected by the recall; Conducting an inventory assessment – 48 hours or less, of affected product: Served; Remaining in-stock at schools, warehouses, and distributors; Further distributed to program participants; Redirected for further processing; Submit the inventory assessment information to the SDA Food Distribution Unit; and follow applicable destruction/disposal instructions provided by the SDA.)

Company Name	
Contact Name	
Phone Number	
E-mail address	
Back-Up Contact Name	
Phone Number	
E-mail address	
School System	DuBois Integrity Academy
School Nutrition Contact Name	Kymmberly Bridgeforth
Phone Number	404.312.9000
E-mail address	kbridgeforth@duboisintegrityacademy.com
Back-Up School Nutrition Contact Name	Myron Jones
Phone Number	770.997.4860
E-mail address	mjones@duboisintegrityacademy.com

- Biosecurity: Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety, and Inspection Service. Vendor will define their biosecurity policy and procedures on a separate document to be submitted along with bid.
- Force Majeure:
If the School Nutrition Program, in its reasonable discretion, determines that the Force Majeure Event is likely to delay Contractor’s performance for more than thirty (30) days, the School Nutrition Program reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the School Nutrition Program's obligation to pay the Contractor for work already completed by the Contractor and the Contractor’s warranty for work already completed.

- HACCP Requirements (N/A to Equipment)
The School Nutrition Program expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the School Nutrition Program may require documentation verifying that a written HACCP plan is followed. The successful bidder (s) must have Hazard Analysis Critical Control Point (HACCP) plan on file for recall/hold control procedures including but not limited to:
 - traceability systems in place from receipt of commodity product to delivery of processed items to designated delivery site.
 - provision of 24/7 accessibility to successful bidder(s) staff in the event of a food/USDA Hold/Recall
 - public notification capability on website to provide updates on food/USDA Hold and Recall data for customers.

Bidder(s) shall provide ability to District of conducting a mock recall for product once per year.

Bidder(s) will be responsible for all costs associated with replacement product(s), including but not limited to labor, shipping charges and product credit.

- HUB Statement:
It is the intent of the DuBois Integrity Academy Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. Small businesses, woman and minority-owned business and labor surplus firm sources will not be given unfair advantage when evaluating competitive purchases i.e. small purchase procedures, sealed bids, competitive proposals or noncompetitive proposals (2 CFR 200.321).

Positive efforts include:

- Placing qualified small and minority businesses and women's business and labor surplus firm enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business and labor surplus firm enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises and labor surplus firms;

- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and labor surplus firms;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

SCHEDULE OF FSMC EMPLOYEES

Kitchen Manager

- One year experience in management, food service production, or as an assistant manager preferred. Experience in school food service and national school lunch and breakfast programs preferred. ServSafe certified.
- Works in coordination with the School Nutrition Director to operate a sound School Nutrition Program that provides healthy meals to children.
- Assume responsibility for receiving, storing, handling, and serving of food according to established standards and Hazard Analysis and Critical Control Points (HACCP) guidelines
- Assure that sanitary and safety practices in all phases of the SNP operation meet or exceed established health department and HACCP standards.
- Cooperate with the goals and objectives of the school.
- Oversee supervisory responsibility, management and training of kitchen assistants

Kitchen Assistants

- Assists in the preparation of meal portions which involves using various utensils and kitchen equipment; may perform specialized duties such as preparing meats, vegetables, salads, and sandwiches, etc.
- Performs duties in compliance with safety and health standards as prescribed by USDA and State Authorities and HACCP (Hazardous Analysis, Critical and Control Points) which is the districts food safety plan.
- Always ensures that all foods meet existing standards for quality, freshness, taste and appearance and that required sanitary levels are maintained throughout the food preparation process.
- Demonstrates the ability to perform all duties associated with all stations in the kitchen to include, setting up steam table, serving lines with necessary items to serve menu items to students and staff.
- Continues to stock and restock serving lines and removed items and or complete a corrective action for all food items outside of the temperature danger zone.
- Effectively maintains prepared and partially prepared foods in optimum quality throughout the service period.

- Maintains the cleanliness of the kitchen and cafeteria areas including; washing dishes, clears counters, sweeps and mops floors, cleans freezers, coolers, storage areas, cleans kitchen equipment, cleans and maintains garbage collection area.
- Ensures all cooking equipment and utensils are inspected and maintained for service.
- Communicates with supervisor notifying of equipment failures and food supplies needed for operation.
- Assists with putting up stock in freezers and or coolers and stockrooms also assists with food orders and completing inventories.
- Interacts in a professional manner with immediate supervisor, students, parents, teachers, school staff and administration.
- Performs other related duties as assigned, for the purpose of ensuring the efficient and effective operation of the unit.

ANTI-COLLUSION AFFIDAVIT

STATE OF)

COUNTY OF)

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Signed

Subscribed and sworn before me this ___ day of __, 20___.

Notary Public (or Clerk or Judge) _____

My commission expires _

PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **DuBois Integrity Academy SFA** in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **DuBois Integrity Academy SFA** in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Date

DuBois Integrity Academy
6504 Church St., Suite 1 & 2
Riverdale, GA 30274 (770)629.1534

PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional SFA, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks sub-awardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional SFA, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation For Bid (IFB) number; grant

announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., RFP-DE-90-001.

9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - a. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
 - b. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

PROCUREMENT

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See next page for public burden disclosure.)

Approved by OMB 0348-0046

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial offering
- b. material change

For Material Change Only:

Year _____ Quarter _____ Date of last report _____

4. Name and Address of Reporting Entity:

_____ Prime _____ Sub-awardee
Tier _____, *if known:*

Congressional SFA, *if known:*

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:

Congressional SFA, *if known:*

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable:* _____

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

\$

<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p> <p>(Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services</p> <p>(Incl. Address if different from No. 10a) (last name, first name, MI):</p>
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____</p> <p>Actual _____ Planned _____</p>	<p>13. Type of Payment (check all that apply):</p> <p>____ a. retainer</p> <p>____ b. one-time fee</p> <p>____ c. commission</p>
<p>12. Form of Payment (check all that apply):</p> <p>____ a. cash</p> <p>____ b. in-kind; specify: nature _____</p> <p>value _____</p>	<p>____ d. contingent fee</p> <p>____ e. deferred</p> <p>____ f. other; specify: _____</p>
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p>(Attach continuation sheet(s) if necessary)</p>	
<p>15. Continuation Sheet(s) attached: ____ Yes ____ No</p>	

<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>
<p>Federal Use Only: Authorized for Local Reproduction of:</p>	<p>Standard Form – LLL</p>

PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional SFA, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks sub-awardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional SFA, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item

DuBois Integrity Academy
6504 Church St., Suite 1 & 2
Riverdale, GA 30274 (770)629.1534

69

1 (e.g., Request for Proposal (RFP) number; Invitation For Bid (IFB) number; grant announcement number;
the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., RFP-DE-90-001.

9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
 - b)
 - c) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
 - d)
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

PURCHASE DISCOUNTS, REBATES AND VALUE OF USDA FOODS

The undersigned certifies, to the best of his or her knowledge and belief that:

DuBois Integrity Academy (hereinafter SFA) has and will undertake all necessary oversight and monitoring measures to assure that the school SFA receive the full value of purchase discounts, rebates, credits and value of USDA foods. These measures shall include but are not limited to:

All **cost reimbursable** contracts must contain the following provisions, pursuant to 7 CFR Part 210.21 (f)(1)(i), (iv), (v), (vi):

- The mandatory return of all credits, discounts and rebates to the SFA's nonprofit food service account;
- The frequency and method Food Service Management Company's (hereinafter FSMC) will use for reporting credits, discounts and rebates on invoices and billing statements, (i.e. monthly, quarterly, annually);
- All credits, discounts and rebates must be clearly identified on billing statements and invoices submitted by FSMCs to the SFA;
- All records of credits, discounts and rebates must be maintained by FSMCs, and made available to SFAs and State agencies upon request;
- The reporting of credits, discounts and rebates by FSMCs is required no less frequently than annually.

Upon execution of this contract, SFA must strictly monitor the agreement throughout the year to ensure that they receive the full value of credits, discounts and rebates and are in compliance with Federal Regulations. Monitoring activities shall include but are not limited to:

- Identify the person within the SFA that will be responsible for oversight;
- Designate the position that will monitor the credits, discounts and rebates;
- Examine the invoices and other documentation provided by the FSMC as agreed to in the contract;
- Determine the percentage of credits, discounts and rebates reported in relation to the value of food purchased early in the contract year as a benchmark for future comparison;
- Calculate the average credit-purchase proportion received, or as applicable discount or rebate;
- Examine products to ensure that to the maximum extent practicable, domestic commodities are purchased. Visit storage facilities to observe the origin of purchased food printed on food labels and case units.

In the event of discrepancies during monitoring activities, follow up with FSMC to resolve the issues, and if necessary, request additional documentation from the FSMC to substantiate discrepancies. Potential discrepancies to consider may include:

- Frequency of reporting that does not agree with contract provision;
- Labels identifying countries other than the U.S;
- Credit-purchase proportions that fall below the average credit-purchase proportion established early in the year.

For both **fixed price** and **cost-reimbursable** contracts, SFA shall ensure that FSMC has credited it for the value of all USDA foods received for use in SFA's meal service in the school year. (7 CFR § 250.51(a))

2021-22 School Calendar

Monday	August 2nd	First day of School
Monday	September 6th	Labor Day
Tuesday	September 7th	PLD (No School for Students)
Monday -Friday	October 11th - 15th	Fall Break
Monday	October 18th	PLD (No School for Students)
Monday -Friday	November 22nd - 26th	Thanksgiving Break
Monday -Friday	December 20th - 31st	Semester Break
Monday	January 3rd	PLD (No School for Students)
Monday	January 17th	ML King Holiday
Friday	February 18th	PLD (No School for Students)
Monday -Friday	February 21st -25th	Winter Break
Friday	April 1st	PLD (No School for Students)
Monday -Friday	April 4th -8th	Spring Break
Tuesday	May 24th	Last Day of School

VENDOR INFORMATION WORKSHEET

CONTACT NAME: _____

VENDOR NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

CONTRACT ADMINISTRATOR _____

PERSON RESPONSIBLE FOR SUBMISSION

NAME _____

PHONE _____

EMAIL _____

HOW MANY YEARS IN BUSINESS AS AN FSMC? _____

HOW MANY SCHOOLS DO YOU CURRENTLY SERVICE? _____

